

compliance with such requirements. Any waiver of any one or more requirement by ConAgra does not mean that there will be any future or additional waivers.

Notwithstanding any other term or provision hereof, it is understood and agreed that the growing facilities shall at all times remain the property of and under the control of the Grower, subject to entrance by ConAgra under the terms of this Agreement. ConAgra shall not construct, maintain, contract for, or participate in the construction or maintenance of said growing facilities other than setting requirements and specifications therefor..

3. Grower will provide, in accordance with the requirements set by ConAgra, all equipment required by ConAgra, including but not necessarily limited to feeders, water founts, brooders, fans, disposal facility and loading grounds. Grower agrees to maintain the said equipment in good and efficient operating conditions, at Grower's expense.

The minimum current requirements for necessary equipment is set forth in Exhibit "A" attached hereto and made a part hereof. The equipment requirements may be changed from time to time by ConAgra, which changes shall be provided to the Grower in writing.

In the event Grower elects to make or perform the requested modifications, additions or deletions at Grower's expense, such shall be made before delivery of a subsequent flock, in which event this Agreement shall continue without interruption. In the event Grower shall elect not to make such modifications, Grower shall, within thirty (30) days after receipt of such written request for modification, notify ConAgra, in writing, of election. If no such notice is given by Grower